

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEXTRON FINANCIAL CORPORATION		08/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as Agent		
Street Address:	420 Montgomery Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2164428	COQSOL	
Registration Number:	2162538	CAROPURE	
Registration Number:	2164429	LYCOPURE	
Registration Number:	2111317	LUTEINPURE	
Registration Number:	2690724	TOCOVITA	
Registration Number:	2618909	INJUV	
Registration Number:	2744406	AMORIN	
Registration Number:	2693117	SOFT GEL TECHNOLOGIES, INC.	
Registration Number:	2693116	SOFT GEL TECHNOLOGIES, INC.	
Registration Number:	2780201	GLUCOTRIM	
Registration Number:	2988089	CARNISOL	
Registration Number:	2990386	CARNISOL-Q10	
Registration Number:	3136797	WASABISOL	

CH \$540.00 2164428

900140371

TRADEMARK
REEL: 004038 FRAME: 0837

Registration Number:	3074693	AQUA BOTANICA
Registration Number:	3086588	3TRILEAN
Registration Number:	3204367	GLUCOHELP
Registration Number:	3204436	CAFÉ VERDEX
Registration Number:	3211846	COQSOL CF
Registration Number:	3243917	PUREGELS
Serial Number:	77158435	ESSENTIAL BALANCE FOR BODY AND MIND
Serial Number:	78732921	SUPPRESIA-HP

CORRESPONDENCE DATA

Fax Number: (213)627-0705

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 683-5627

Email: nancycheng@paulhastings.com

Correspondent Name: Nancy Cheng

Address Line 1: Paul, Hastings, Janofsky & Walker LLP

Address Line 2: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFF/SOFT GEL (39093-00011
NAME OF SUBMITTER:	Nancy Cheng
Signature:	/Nancy Cheng/
Date:	08/06/2009

Total Attachments: 4

source=WFF_ Soft Gel - Executed Assignment of IP Security Agreement(62391692_1)#page1.tif

source=WFF_ Soft Gel - Executed Assignment of IP Security Agreement(62391692_1)#page2.tif

source=WFF_ Soft Gel - Executed Assignment of IP Security Agreement(62391692_1)#page3.tif

source=WFF_ Soft Gel - Executed Assignment of IP Security Agreement(62391692_1)#page4.tif

ASSIGNMENT OF IP SECURITY AGREEMENT

This **ASSIGNMENT OF IP SECURITY AGREEMENT** (this "Assignment") is executed as of August 3, 2009, by **TEXTRON FINANCIAL CORPORATION**, a Delaware corporation ("Assignor") in favor of Assignee (as defined below). Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Loan Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Soft Gel Technologies, Inc., a California corporation ("Borrower") entered into that certain Loan and Security Agreement, dated on or about August 3, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among, *inter alia*, Borrower and Assignor, as Lender;

WHEREAS, Borrower entered into that certain Patent, Copyright and Trademark Collateral Assignment and Security Agreement, dated as of August 3, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, the "IP Security Agreement"), by and between Borrower and Assignor, concerning the Intellectual Property Collateral (as defined in the IP Security Agreement), including the trademarks and patents listed on Schedule 1 attached hereto, which IP Security Agreement was recorded with the United States Patent and Trademark Office on August 27, 2007 as Reel/Frame Numbers 019744/0754 and 3609/0506;

WHEREAS, Assignor and Wells Fargo Bank, N.A. ("Assignee") are parties to that certain Assignment and Assumption Agreement, dated as of August 3, 2009 (the "Assignment Agreement"), pursuant to which Assignor has assigned all of its right, title and interest in and to the Loan Documents to Assignee; and

WHEREAS, in connection with the Assignment Agreement, Assignee has requested that Assignor enter into this Assignment;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Assignor, for good and adequate consideration described in the Assignment Agreement, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Effective Date (as defined in the Assignment Agreement) to Assignee all of the rights, title and interest of Assignor in, to and under the IP Security Agreement.
2. Further Assurances. Assignor agrees to cooperate with Assignee and take all actions reasonably requested by Assignee in order to fully carry out the terms of this Assignment or to permit Assignee to obtain the full benefits of this Assignment.
3. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

"ASSIGNOR":

TEXTRON FINANCIAL CORPORATION,
a Delaware corporation,
in its capacity as Assignor

By: Christine W. McKay
Name: Christine W. McKay
Title: SVP - CCO & Ops Mgr.

"ASSIGNEE":


WELLS FARGO BANK, N.A.,
a national banking association,
in its capacity as Assignee

By: Josephine Camahan
Name: Josephine Camahan
Title: VP RM

[SIGNATURE PAGE TO ASSIGNMENT IP SECURITY INTEREST (SOFT GBL)]

SCHEDULE 1
TO
ASSIGNMENT OF IP SECURITY INTEREST

TRADEMARKS

Mark	Registration / Serial No.
COQSOL	2164428
CAROPURE	2162538
LYCOPURE	2164429
LUTEINPURE	2111317
TOCOVITA	2690724
INJUV	2618909
AMORIN	2744406
	2693117
SOFT GEL TECHNOLOGIES, INC.	2693116
GLUCOTRIM	2780201
ESSENTIAL BALANCE FOR BODY AND MIND	77158435
CARNISOL	2988089
CARNISOL-Q10	2990386
WASABISOL	3136797
AQUA BOTANICA	3074693
3TRILEAN	3086588
GLUCOHELP	3204367
CAFÉ VERDEX	3204436
COQSOL CF	3211846
PUREGELS	3243917
SUPPRESIA-HP	78732921

PATENTS

Title	Patent No.	Issue Date
HYALURONIC ACID IN SOFT GEL FORM	6806259	10/19/2004
HYALURONIC ACID IN SOFT GEL FORM	7008932	03/07/2006
FORMULATION AND MANUFACTURING PROCESS FOR COENZYME Q ₁₀ SOFT GEL CAPSULES	6855733	02/15/2005

LEGAL_US_W # 62303438.2

TRADEMARK
REEL: 004038 FRAME: 0841

FORMULATION AND DELIVERY METHOD TO ENHANCE ANTIOXIDANT POTENCY OF VITAMIN E	6716451	04/06/2004
COROSOLIC ACID FORMULATION AND ITS APPLICATION FOR WEIGHT-LOSS MANAGEMENT AND BLOOD SUGAR BALANCE	6784206	8/31/2004
CHEWABLE SOFTGEL ORAL HYGIENE PRODUCT	5948388	09/07/1999
SUPER ABSORPTION COENZYME Q ₁₀	6623734	09/23/2003
COENZYME Q ₁₀ FORMULATION AND PROCESS METHODOLOGY FOR SOFT GEL	6616942	09/09/2003
COENZYME Q ₁₀ FORMULATION AND PROCESS METHODOLOGY FOR SOFTGEL CAPSULES MANUFACTURING	6955820	10/18/2005
SOLUBILIZED COQ ₁₀ AND CARNITINE	7169385	01/30/2007
SUPER ABSORPTION COENZYME Q ₁₀	7060263	06/13/2006
FORMULATION TO ENHANCE ANTIOXIDANT POTENCY OF VITAMIN E	7015245	03/21/2006
FORMULATION AND DELIVERY METHOD TO ENHANCE ANTIOXIDANT POTENCY OF VITAMIN E	7012092	03/14/02006
COENZYME Q ₁₀ FORMULATION AND PROCESS METHODOLOGY FOR SOFT GEL CAPSULES MANUFACTURING	7220429	05/22/2007

LEGAL_US_W # 62303438.2